

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN
GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF PROPERTY & PROCUREMENT
ON BEHALF OF
DEPARTMENT OF HEALTH/DEPARTMENT OF HUMAN SERVICES
AND
SCRIPTGUIDERX

THIS AGREEMENT is made this 27th day of December, 2014 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement on behalf of the Department of Health and the Department of Human Services (hereinafter referred to as "Government") and ScriptGuideRX (hereinafter referred to as "SGRX" and/or "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide Pharmacy Benefit Management Services for the VI Department of Health's Ryan White healthcare programs and Department of Human Services PAP and SPAP programs. The Contractor's duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto, and made a part of this Contract; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. **SERVICES.** Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this Contract.
2. **TERM.** This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate three (3) years thereafter, with an Option to Renew for an additional two (2) years.
3. **COMPENSATION.** The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor an amount not to exceed **Forty Five Thousand Dollars (\$45,000.00) per annum**, for a total amount not to exceed **One Hundred Thirty-Five Thousand Dollars (\$135,000.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.
4. **TRAVEL EXPENSES.** In addition to the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this

CP 5/5/14 PC03200H15

sup inc 8/22/2014

IEE/07/23/14

HAC 7-23-14

**Contract For Professional Services
Between GVI and SGRX**

Contract, however, said costs and expenses shall not exceed (\$N/A).

5. **RECORDS.** The Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract. As required by the applicable federal and/or territorial law Contractor shall disclose and make available for inspection, its books and accounting records, as may be conducted by the Medicare/Medicaid Program(s) and or the Department of Health, Bureau of Health Insurance Medical Assistance.
6. **PROFESSIONAL STANDARDS.** The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.
7. **DOCUMENTS, PRINTOUTS, ETC.** All documents, books, records, instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.
8. **LIABILITY OF OTHERS.** Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.
9. **ASSIGNMENT.** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.
10. **INDEMNIFICATION.** Contractor agrees to investigate, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.
11. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Contract as an independent Contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.
12. **GOVERNING LAW.** This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

Page 2 of 17

Contract No.: **PC032D0H15**

Department Head's Initials/Date

Contractor's Initials/Date

cat. 8/5/14
Jep, LLC
8/22/2014

I.E.E./07/23/14
HHK 7-23-14

**Contract For Professional Services
Between GVI and SGRX**

13. **WAIVERS AND AMENDMENTS.** No waiver, modification or amendment of any term, condition or provision of this contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.
14. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties hereto and all prior understanding or communications, written or oral, with respect to the Project which is the subject matter of this Contract, are merged herein.
15. **RIGHT TO WITHHOLD.** If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.
- No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.
16. **CONDITION PRECEDENT.** This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.
17. **TERMINATION.**
- 17.1 Either party will have the right to terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.
- 17.2 Termination shall be effected by delivering to the other party a Notice of Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 30 days notice.
18. **PARTIAL TERMINATION.** The performance of work under this Contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes

PC032DOH15

Page 3 of 17

Contract No.:

Department Head's Initials /Date

Contractor's Initials/Date

dupill
8/22/2014

col 6/12/14

1.E/6-4/2014
6/14/14

**Contract For Professional Services
Between GVI and SGRX**

effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) day notice.

19. **NON-DISCRIMINATION.** No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.
20. **CONFLICT OF INTEREST.**
- (a) Contractor covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
 - (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract, in its official capacity;
 - (iii) no financial interest in the contract as that term is defined in section 1101 (1) of said Code chapter.
21. **EFFECTIVE DATE.** The effective date of this contract shall be the day of execution of the contract by the Governor.
22. **NOTICE.** Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Lynn A. Millin Maduro, Esq.
Commissioner
Department of Property and Procurement
Sub Base, Building #1, Third Floor
St. Thomas, Virgin Islands 00802
340.774.0828;

Darice Plaskett, RN, MSA, FACHE
Commissioner
Virgin Islands Department of Health
1303 Hospital Ground, Ste. 10

Contract No: PC032DOH15

Department Head's Initials /Date

mp, LC
8/22/2014

Contractor's Initials/Date

I.E.E / 07/23/14
HHK 7-23-14

**Contract For Professional Services
Between GVI and SGRX**

Chris Finch
Commissioner
Virgin Islands Department of Human Services
1303 Hospital Ground
St. Thomas, Virgin Islands 00802

CONTRACTOR

Ime Ekpenyong, MBA, PHD
Vice President, Business Development & Account
Services
15400 East Jefferson
Grosse Pointe Park, MI 48230
313.821.3200 ext. 203

When notice is sent by U. S. Mail, the delivery date shall be presumed effective three (3) business days after deposit with the U. S. Postal Service.

23. **LICENSURE.** Contractor covenants that it has:
- (a) Obtained all of the applicable licenses or permits, permanent, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
 - (b) Familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.
24. **FALSE CLAIMS.** Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.
25. **NOTICE OF FEDERAL FUNDING.** Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.
26. **DEBARMENT CERTIFICATION.** By execution of this Contract and the Debarment Certificate in Addendum III, attached hereto and made a part of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and

Contract No.: **PC032DOH15** Page 5 of 17

Department Head's Initials /Date
[Signature] 04/23/2014
[Signature] 8/22/2014

Contractor's Initials/Date
IE 3-20-2014
Emw 3/30/14

**Contract For Professional Services
Between GVI and SGRX**

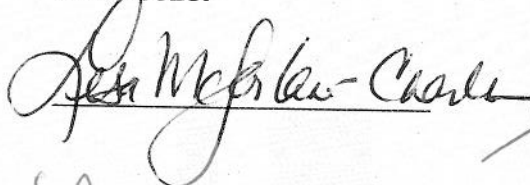
that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

27. **OTHER PROVISIONS.** Addendum I through IV attached hereto and made a part of this Contract, contains other provisions that are made a part of this Contract and is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.


WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS



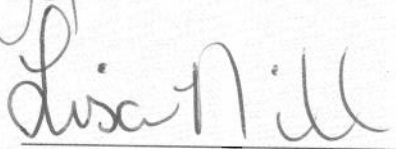
Darice Plaskett, RN, MSA, FACHE
Commissioner
Virgin Islands Department of Health

04/23/2014
Date



Chris Finch
Commissioner
Virgin Islands Department of Human Services

6/12/2014
Date



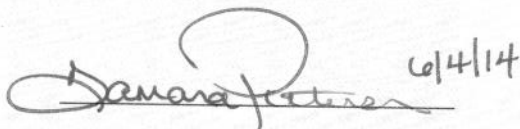
Lynn A. Millin/Maduro, Esq.,
Commissioner
Department of Property and Procurement

12/27/14
Date

CONTRACTOR:

ScriptGuideRX


(FEIN: 382946808)



Ime Ekpenyong, MBA, PHD
Vice President, Business Development & Account Services
(Corporate seal, if Contractor is a corporation)

3-20-2014
Date

APPROVED:



JOHN P. de JONGH
GOVERNOR OF THE VIRGIN ISLANDS

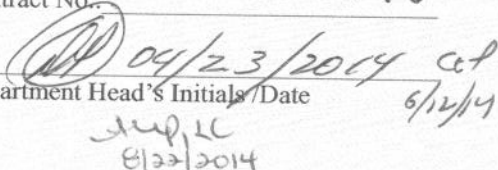
Date: 12/27/14

Contract No.:

PC032DOH15

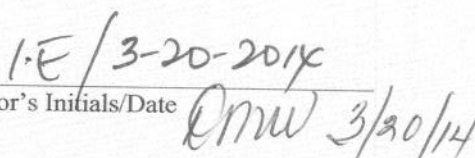
Page 6 of 17

Department Head's Initials/Date



04/23/2014
6/12/14
8/22/2014

Contractor's Initials/Date



1-E / 3-20-2014
QNW 3/30/14

Contract For Professional Services
Between GVI and SGRX

RECEIVED
10/10/14
RWB

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: Nadya D. Hanga

Date: 12/19/14

MED. NO.

ACCOUNT CODE NO.

A. CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact
copy of Contract No. _____
entered into between The Department of
Property and Procurement, on behalf of the
Department of Health and The Department of
Human Services, and ScriptGuideRX.

Lynn Millin, Commissioner
Department of Property and Procurement

PC032DOH15

Page 7 of 17

Contract No. _____

AP 10/24/2014
Department Head's Initials/Date

amp, LC 10/24/2014

1.E / 10-1-2014
Contractor's Initials/Date

C.E / 10-1-2014
C&P 10/10/2014